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6/30/93

M A S T E R A G R E E M E N T

BETWEEN

MARLETTE BOARD OF EDUCATION

AND

MARLETTE CUSTODIAL/MAINTENANCE
ASSOCIATION

1992-93

MARLETTE COMMUNITY SCHOOLS
3051 MOORE STREET
MARLETTE, MICHIGAN 48453

Marlette Community Schools

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PREAMBLE

This Agreement is entered into, effective July 1, 1992, between the Marlette Community Schools Board of Education, the School District of Marlette, Michigan, hereinafter called the "Board," and the Marlette Custodial/Maintenance Association hereinafter called the "Association". The signatories shall be the sole parties to this Agreement.

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, to bargain with the Association as the representatives of its Members with respect to hours, wages, terms and conditions of employment, and

WHEREAS; the parties have reached certain understandings which they desire to confirm in this Agreement:

THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Marlette Custodial/Maintenance Association as the sole and exclusive bargaining representative of all full time and regular part time employees employed by Marlette Community Schools, and all other employees. The Board agrees not to negotiate with or recognize any organization other than the Marlette Custodial/Maintenance Association for the duration of this agreement.

All personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Association Members."

ARTICLE II

ASSOCIATION RIGHTS AND SECURITY

The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

- A. Special conferences for important matters will be arranged between the designated Association Member and the designated representative of the Board upon the request of either party
- B. The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials. The Association shall also have the right to use the school mails to distribute Association materials.
- C. The Association shall have the right to use school facilities for meetings and school equipment; including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment.

- D. The Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations.
- E. Association members shall be represented by the Association President, or in the absence of the President, by the Association designee. The Association shall furnish, in writing, to the Board, the names of the President and Designee upon their election or appointment. The President, during working hours, without loss of time or pay, may represent employees and investigate and present grievances to the Board. Should it become necessary for a President to leave his/her place of work in order to represent an Association member, or investigate a grievance, the President shall notify his/her supervisor and give the name of the person he/she is going to see. The President and supervisor shall cooperate in allowing for necessary leave time.
- F. The Board agrees to furnish to the Association in response to reasonable requests, all information concerning the financial resources of the district, including but not limited to: Annual financial reports and audits; tentative budgetary requirements and names and addresses of all employees; and such other information as will assist the Association.
- G. Upon written authorization from the Association, the Employer shall deduct from the wages/salary of the employee and make appropriate remittance for voluntary contributions to annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.
- H. The duties of any Association member or the responsibilities of any position in the Association, shall not be altered, increased significantly or transferred to persons not covered by this Agreement.
- I. The Board agrees that non-Association personnel shall not be used at any time to displace Association members regularly employed except in emergencies when Association members are not available or have refused to do the work as assigned except in cases where unsafe conditions are being charged by an Association member. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature.
- J. In accordance, the Board will not subcontract work unless (a) the skills and equipment needed to perform the work specified are unavailable in the school system or (b) the schedule for such work cannot be met with the equipment or skills available for such work.
- K. All conditions of employment, including working hours, extra compensation for duties outside regular working hours, relief periods, leaves, and general working conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed; provided that such conditions shall be improved for the benefit of Association members as required by express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive any Association member of advantages heretofore enjoyed unless expressly stated herein.

- L. The Board shall provide, reasonable released time for the handling of Association business as deemed appropriate by the Association designee and the Superintendent.
- M. The Board shall consult with the Association upon written request on any major revision of policy which will affect Association members and the Association shall be given opportunity to advise the Board.

ARTICLE III

EMPLOYEE RIGHTS AND PROTECTION

- A. Pursuant to the Michigan Employment Relations Act, the Employer hereby agrees that every employee shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly-elected body, exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association or collective negotiations with the Board, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained within this Agreement shall be construed to deny or restrict to any Association member rights he/she may have under the Michigan General Schools Laws or the Association members hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association members shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such Association members. The private and personal life of any Association member is not within the appropriate concern or attention of the Board.
- D. The Board agrees that it will in no way discriminate against or between Association members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics, or place of residence.
- E. No Association member shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or occupational advantage, discharges, or other actions of a disciplinary nature) without just cause. The specific grounds forming the basis for disciplinary action will be made available to the Association member and the Association in writing.
- F. An Association member shall be entitled to have present a representative of the Association during any meeting which leads or may lead to disciplinary action. When a request for such representation is made, no action shall be

taken with respect to the Association until such representative of the Association is present. Should disciplinary action likely occur at a given meeting, the Association member shall be advised immediately of said possibility and be advised by the Board of the right to representation under this provision of the Agreement.

- G. Any Association member will have the right to review the contents of all records excluding initial references, of the district pertaining to said Association member originating after initial employment and to have a representative of the Association accompany him/her in such review. Other examination of an Association member's files shall be limited to qualified supervisory personnel. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.
- H. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in any Association member's personnel file unless the Association member shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The Association member may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in an Association member's file, the affected Association member shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based solely on the contents of the Association member's personnel file.
- I. Any case of assault upon an Association member shall be promptly reported to the Board. The Board will provide legal counsel to advise the Association member of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the Association member in connection with the handling of the incident by law enforcement and judicial authorities.

ARTICLE IV

WORKING CONDITIONS

- A. An Association Member shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being.
- B. The Board shall reimburse the Association member for the loss, damage, or destruction of personal property which was used on school premises, when the loss, damage or destruction is not the result of the Association member's negligence.
- C. In the absence of a building supervisor (principal), or designee, Association-members shall not be held accountable or made responsible for the administration or supervision of the building.
- D. The Board shall provide adequate rest areas, lounges and restrooms for Association member use.

- E. The board shall support and assist Association members with respect to the maintenance of control and discipline of students in the Association member's assigned work area. The Board or its designated representative shall take reasonable steps to relieve the employee of responsibilities in respect to students who are disruptive or repeatedly violate rules and regulations.
- F. Association members may use such physical force with a student as is necessary to protect him/herself, a fellow employee, a teacher, an administrator or another student from attack, physical abuse or injury, or to prevent damage to district property.
- G. No Association member shall be required to dispense or administer medication.
- H. An Association member shall be responsible to only one supervisor, said supervisor to be designated by the Board at the beginning of each school year with written notification provided to each Association Member.
- I. The Board shall provide without cost to the employee the following:
 - 1. Adequate and approved safety and sanitation equipment and materials.
 - 2. Will conduct evaluations for all custodial/maintenance staff with conferences to discuss the evaluation.

ARTICLE V

STRIKES AND LOCKOUTS

- A. Strikes. The Association and the Board recognize that strikes and other forms of work stoppages by employees to enforce their bargaining demands are contrary to law and public policy. The Association agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in a strike action as said term is defined by the Public Employment Relations Act unless the Board refuses to fully implement an arbitration committee award issued in accordance with this Agreement.
- B. Lockouts and Unfair Labor Practices. The Board agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined in the Public Employment Relations Act. The Board also agrees that it will not lockout any Association member during the term of this Agreement or during any period during which a successor Agreement is being negotiated by the parties.
- C. Picket Lines. It shall not be a violation of this Agreement nor shall it be cause for discharge or disciplinary action of any employee refuses to enter upon any property involved in a primary labor dispute. An Association member may not be ordered to cross a picket if such action could adversely affect the personal safety of the Association Member.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Definitions:

1. A grievance is an alleged violation, event or condition involving the interpretation and application of the provisions of this Agreement.
2. The "aggrieved" person is the person or persons making the claim.
3. The term "association member" includes any individual or group who is a member of the Association covered by this Contract.
4. The "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

B. The termination of services of or failure to re-employ any probationary person shall not be the basis of any grievance filed under the procedure outlined in this Article.

C. The Association shall designate representatives from the MCMA to handle grievances when requested by the grievant and such representatives shall be made known to the Board or its designated representatives shall be authorized to indicate the Association's position, approval or disapproval on each grievance at each level as required.

D. The term "days" as used herein shall mean days in which school is in session.

E. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to alleged violation.
4. It shall cite the section or subsections of this Contract (or the written Board policy) alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitation hereinafter set forth.

F. Level One--

An association member believing himself/herself wronged by an alleged violation of the express provisions of this Contract shall within five (5) days of its alleged occurrence orally discuss the grievance with the immediate supervisor, either personally or accompanied by an Association represent-

ative, in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the Association Member shall reduce the grievance to writing and present it to the Superintendent of Schools who shall within three (3) days render his/her decision in writing, transmitting a copy of the same to the grievant, the Association representative, the Superintendent and President of the Board, with a copy kept in a permanent file in the office of the Superintendent. If no decision is rendered in writing within three (3) days or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal to Level Two.

Level Two--

A copy of the written grievance shall be filed with the Superintendent or designated agent as specified in Level One with the endorsement thereon of the approval or of the grievance, the Superintendent or designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion, the Superintendent or designated agent shall render the decision in writing, transmitting a copy of the same to the grievant, the Association Representative, the Superintendent and President of the Board. Copies of same shall be kept in the office of the Superintendent. If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than five (5) days prior to the next regularly scheduled Board meeting.

Level Three--

Upon proper application as specified in Level Two, the Board shall allow the association member or his/her Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within two (2) days after its next regularly scheduled meeting, the board shall render its decision in writing. The Board may hold future hearings therein, may designate one (1) or more of its members to hold future hearings therein or otherwise investigate the grievance, provided, however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than two (2) days after next regularly scheduled meeting after the initial hearing. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the grievant and the Representative of the Association.

Level Four--

In the event the grievant is not satisfied with the decision rendered at Level Three, the association member may file this decision to the Arbitration Committee, for settlement. The Board or MCMA shall not be permitted to assert,

in such mediation proceedings any grounds or to reply on any evidence not previously disclosed to the other party in writing. The Arbitration Committee shall be composed of the following:

- a. One (1) person selected by the MCMA
- b. One (1) person selected by the Board of Education
- c. One (1) person selected jointly by the above appointees.

Members of the Arbitration Committee shall not be (1) members or spouse of members of the Board (2) members of or spouses of any employee of the Marlette Community School District. Members of the Arbitration Committee shall be (1) residents and registered voters of the Marlette Community School District.

Fees and expenses of any of the Arbitration Committee shall be paid as follows: (1) MCMA appointee paid by the MCMA. (2) Board of Education appointee paid by the Board of Education; and (3) Joint Appointee paid by the MCMA and the Board of Education.

It shall be the function of the Arbitration Committee, and they shall be empowered, except as limited above, after due investigation, to make a decision in cases of alleged violation, misinterpretation or misapplication of the specific article and sections of the agreement.

ARTICLE VII

DISCIPLINE AND DISCHARGE

- A. The responsibility for discipline and/or discharge of employees is vested entirely in the Board. However, such discipline or discharge shall be only for just and stated cause.
- B. When the Board determines that disciplinary action is warranted, such action must be initiated within ten (10) working days from the date of the occurrence or condition giving rise to such action or within ten (10) working days from the date it is reasonable to assume that the Board became fully aware of the conditions giving rise to the discipline and written notification shall be presented to the employee and the Association outlining the reason for such disciplinary action.
- C. Probationary employees shall not have recourse to the grievance procedure for any disciplinary action assessed them.

ARTICLE VIII

SENIORITY

- A. A new employee shall be considered to be on probation until he/she has worked sixty (60) days in a continuous three (3) month period unless otherwise desig-

nated; for example, when replacing someone temporarily. Upon request of the Board, the Association shall grant a sixty (60) calendar day extension of an employee's probationary period. After completion of the probationary period the employee will be considered as a regular employee and his/her seniority date will be the first day of work in the three (3) month period.

- B. An up-to-date seniority list shall be made available to each employee covered by this Agreement on or about July 1 of each calendar year. Such list shall contain the employee's date of hire and classification.
- C. Seniority shall be broken for the following reasons:
 - 1. If the employee quits;
 - 2. If the employee is discharged;
 - 3. If the employee is absent without properly notifying the Board, unless a satisfactory reason is given;
 - 4. If an employee fails to return to work within three (3) working days after being notified to report to work and does not give a satisfactory reason; or
 - 5. If an employee is laid off for a continuous period equal to the seniority he has acquired at the time of such layoff.
- D. Laid-off or discharged probationary employees shall not have recourse to the terms of this Agreement.
- E. Seniority shall accumulate for an employee of the Board who is currently in a supervisory capacity or who may be transferred to a supervisory position.
- F. Any employee in the Association who is elected or appointed to a position as a full time employee of the Association may be granted a leave of absence for the term of such office, not to exceed three (3) years, and the employee's seniority shall accumulate during said leave.
- G. All probationary employees shall accrue the following fringe benefits during their probationary period providing they meet all eligibility requirements, and they shall be reimbursed for such benefits upon the completion of their probationary period when they acquire seniority.
 - 1. Sick Leave - Article XIII
 - 2. Vacations - Article XII
 - 3. Holidays - Article XI
 - 4. Insurance - Article XV
- H. Employees of the school system who have acquired seniority, which is an eligibility requirement for fringe benefits for all employees, and who are assigned to an association position on a permanent part-time basis shall receive fringe benefits pro-rated in proportion to their hours worked on a regularly scheduled basis.

ARTICLE IX

TRANSFERS AND PROMOTIONS

- A. Whenever a vacancy shall occur in a custodial/maintenance position, present employees shall be given an opportunity to request transfer to such vacancy.
- B. The administration shall post an informal notice of such vacancy in each boiler room within the school system. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least ten (10) days, during which time an employee may express his/her desire to be considered for transfer or promotion.
- C. Promotions or shift transfers within the Association shall be made on the basis of the following items.
 - 1. Ability to perform the job;
 - 2. Record of past performance during the previous twelve (12) month period; and
 - 3. Seniority
- D. An employee promoted or hired into the Custodial Crew Leader position shall serve a six (6) month probationary period.
 - 1. During the six (6) month probationary period the Board or the employee may request, upon thirty (30) days written notification to the other party, that the employee return to his/her former position, if any, in the Association.
 - 2. During the six (6) month probationary period the employee shall receive the rate of the Custodial Crew Leader position.
 - 3. The Board reserves the right to maintain or reduce the position of Custodial Crew Leader.

ARTICLE X

NEW JOBS

- A. The Board shall have the right to establish, evaluate, change and obsolete jobs providing such action on the part of the Board shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification, the Board has the right to develop and establish such new or revised job descriptions, specifications and classifications, rates of pay and to place them into effect. Whenever a new job is made operational, the Board shall establish the job description.
- B. The Board will notify the Association of such new or changed job and will, within thirty (30) days after such new or changed job is established, meet with the Association to negotiate the rate and classification.

ARTICLE XI

HOLIDAYS

Employees shall be paid as hereinafter provided for: three (3) hours on Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, December 24, December 25, December 31, January 1, and President's Day providing they meet the following eligibility rules: (Effective July 1, 1975, Good Friday will be a full day holiday providing school is not in session. If school is in session, Good Friday will be a three (3) hour holiday.

- A. The employee is a permanent employee as of the date of the holiday.
- B. When a holiday falls on a Saturday or Sunday or there is school on one of these days, the employee shall have the right to observe the holiday on the preceding Friday or on the following Monday, or observe the holiday on another day which is mutually agreeable to the Board and the Association, or be paid for that day.
- C. The employee must have worked the last scheduled work day prior to the holiday and the next scheduled work day after such holiday within the employee's scheduled work week, except when the employee works on the holiday. An employee can use a day of vacation if available, for either the work day before the holiday or the next work day after a holiday.
- D. An employee eligible under the above provisions shall receive his regular daily rate for said holiday.
- E. An employee who is required to work on any of the above designated holidays shall receive an amount no greater than double time and one-half (2-1/2) for all hours worked on said holiday.

ARTICLE XII

VACATIONS

Vacations will be granted to permanent full-time, twelve (12) month custodial employees subject to the following conditions:

- A. Vacations will be scheduled in a manner that preserves the maintenance of efficient operations while giving consideration to the desires of the employee. In the event more employees apply for time off than can be spared from the job at a given time, seniority will be the basis for resolving priority of applications for time off. An employee's vacation schedule must have the approval of the Board or its designated representative.
- B. To be eligible for vacation an employee must work eighty (80%) percent of the scheduled work year for full vacation; sixty-five (65%) percent of the scheduled work year for two-thirds (2/3) vacation; fifty (50%) percent of scheduled work year for one half (1/2) vacation; less than fifty (50%) percent, no paid vacation.

- C. An employee shall be entitled to one (1) week of paid vacation providing he/she has completed one (1) year of continuous service from date of hire.
- D. An employee shall be entitled to two (2) weeks of paid vacation providing he/she has completed three (3) years of continuous service from date of hire.
- E. For each continuous year after five (5) years of continuous service one (1) day will be added to the paid vacation up to a total of four (4) weeks.
- F. An employee who resigns shall receive his earned accumulated pro-rated vacation providing he/she notifies the Board two (2) weeks prior to terminating employment.
- G. Vacation will be determined from the date of hire.

ARTICLE XIII

LEAVES OF ABSENCE

- A. Custodians/Maintenance on twelve (12) month contracts shall be entitled to eighteen (18) days of sick leave during any contract year.
- B. Of the eighteen (18) days allowed for sick leave each year, seven (7) may be emergency leave and sick leave shall accumulate as stated in Section E.
- C. Emergency leave days may be granted for the following purposes and in accordance with the following procedures.
 - 1. For an accident, death or critical illness in the immediate family-- father, mother, spouse, children, brother or sister.
 - 2. Of the seven (7) days provided for in (B) above, regularly employed Association members shall be permitted to transact personal business according to the following schedule: All Association members with five (5) years of service or less in the School System shall be granted one (1) day. Association members with more than five (5) years of service in the School System shall be granted two (2) days.
 - a. It is understood that such personal leave shall not be granted for the first or last day of the school year, nor on the first working day preceding or following a vacation period or holiday.
 - b. It is further understood that no more than two (2) Association members will be excused on a given day. The two (2) Association members excused cannot be employed in the same building
 - 3. Time necessary for attendance at the funeral service of a person whose relationship to the Association member warrants such attendance.

4. Emergency leave days shall be granted when the request has been made in writing to the Superintendent or his designee through the Building Principal at least twenty-four (24) hours in advance. Emergency leave without twenty-four (24) hours notice may be granted at the discretion of the Building Principal. Such requests shall be considered on a priority basis as of time of receipt by the Superintendent or his designee.
- D. In addition to emergency leave days as provided in Paragraph C above, three (3) additional leave days without pay may be granted subject to the superintendent's approval upon receipt of written application for such leave by the Association member at least twenty-four (24) hours in advance.
- E. Unused sick leave shall accumulate to a maximum of ninety (90) days, it being expressly understood that none of the accumulated may be used for emergency leave as specified in Paragraph C above.
- F. All unused sick leave days in excess of ninety (90) days shall be returned to the Association member at the end of the current school year on the basis of ten (\$10) dollars per day.
- G. The Board of Education reserves the right to require proof of illness if an Association member's absence exceeds five (5) consecutive duty days or for suspected abuse of sick leave.
- H. The Board of Education reserves the right to require a physical examination at the expense of the Board when in the judgement of the Board such evidence will serve the best interest of either the Association member or the district.
- I. Duty days shall mean those days when pupils are in attendance, teacher orientation days, conference and curriculum days and record days which may occur at mid year and the close of the school year.
- J. There shall be deducted from the employee's pay an amount equal to one (1) day's pay for each duty day of unauthorized leave. Furthermore, any Association member who takes unauthorized leave may be subject to additional disciplinary action by the Board of Education, if, in the Board's opinion, such action is warranted.
- K. The Board shall provide for the custodial/maintenance staff a bi-monthly accounting of leave days to include vacation, personal and snow days.

ARTICLE XIV

JURY DUTY

- A. An Association member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, including requested attendance during an arbitration or fact-finding proceeding, shall be paid his/her full compensation for such time. Fees received for such duty (excluding mileage) shall be reimbursed to the school district unless the fees are greater than the employee's wages.

ARTICLE XV

HOSPITALIZATION

- A. Effective July 1, 1989, the Board agrees to pay for the purchase of the following insurance plan or option for each full-time regularly employed Marlette Custodial/Maintenance Association member who submits the necessary applications for such coverage including a statement that the employee is not covered by hospitalization insurance by another source. An eligible employee may elect one of the following plans:

Plan A: Hospitalization - Super Care I (Self, Self & Spouse, Self & Child, Full-Family) 100% coverage for employees working forty (40) hours per week.
Dental - Delta Dental Plan A with orthodontic rider EO-1. (75% Class 1, 50% Class 2, 50% orthodontic)
Life - \$20,000 group life coverage
All insurance coverage provisions shall be in effect October 1 thru September 30.

Plan B: \$1,000 Board paid annuity
Dental - Same as Plan A
Life - Same as Plan A
Effective - Same as Plan A.

- B. An employee will be allowed the option to upgrade their policy to Super Med I, Super Care II, or Super Med II. The associated cost of the upgrade to be the responsibility of the employee, with the cost being deducted in appropriate monthly installments.
- C. The Board will pay new medical rates for medical, dental and life insurance and deductible amounts per existing agreement during 1992-93.

(Deductible payment - A deductible payment shall be made as follows: Member with individual coverage - \$50.00; Member with self/spouse, self/child, full family coverage - \$100.00. Payment will be made with the first check of the second semester of the current school year. Payment will be made by the Board as previously provided and on the same basis through June 30, 1993.

ARTICLE XVI

JURISDICTION

- A. Except as provided in Paragraph B of this Article, employees of the Board not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation or in cases of emergency.

- B. The provisions of this Article shall not be applicable to the supervisors of employees covered by this Agreement or to seasonal employees employed by the Board, provided that the employment and assignment of such seasonal employees shall not result in a reduction in the work force and furthermore the maximum rate for employees classified as custodians/maintenance. Such supervisor and seasonal employees shall not constitute a part of the Association.

ARTICLE XVII

HOURS AND WORK WEEK

- A. The regularly scheduled work week will consist of forty (40) hours beginning at 12:01 a.m. Monday and ending 168 hours thereafter.
- B. Overtime rates shall be paid as follows:
1. Time and one-half (1-1/2) will be paid for all hours worked in excess of eight (8) hours in one day or forty (40) hours in one week, for which overtime has not already been earned.
 2. Employees classified as Custodian/Maintenance in federally funded positions are exempt from overtime.
 3. It is also understood that the employees will continue to perform the noon-hour duties as in the past.
- C. Whenever an employee is required to return for emergency work after the completion of his/her regular working hours, he/she shall receive pay for the actual time worked or a minimum of one (1) hour's pay at his/her straight time hourly rate.
- D. Daily overtime shall be divided and rotated as equally as possible within the building according to seniority and among those employees who regularly perform such work provided they are qualified to perform such work.
- E. Overtime will be worked when necessary. Every effort will be made to notify employees in advance, but it is understood that in an emergency this notification is not mandatory.

ARTICLE XVIII

SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other conditions and provisions shall continue in full force and effect and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision or application.

ARTICLE XIX

WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Association and the Board, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject and matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. No agreement, alteration, understandings or modification of any of the terms, conditions or covenants contained herein shall be made by any employee

or group of employees with the Board unless executed in writing between the parties hereto and the same has been ratified by the Board and the Association.

ARTICLE XX

TERMINATION AND MODIFICATION

- A. This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 1992.
- B. The agreement can not be terminated unless the Marlette Board of Education and the Marlette Custodial/Maintenance Association agrees. If either party desires to terminate this Agreement, it shall sixty (60) days prior to the termination date or any subsequent termination date give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the terms of this Agreement.

- C. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Marlette Custodial/Maintenance Association, c/o Marlette Community Schools, 3051 Moore Street, Marlette, Michigan, Attn: Custodial/Maintenance Association President, and if to the Board, Marlette Community Schools of Sanilac, Lapeer and Tuscola Counties, 3051 Moore Street, Marlette, Michigan, or to any other such addresses the Association or the Board may make available to each other.
- D. The effective date of this Agreement is July 1, 1992.
- E. This Agreement shall be binding upon the parties hereto, their successor and assigns.

IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed:

MARLETTE COMMUNITY SCHOOLS
OF SANILAC, LAPEER AND TUSCOLA
COUNTIES

MARLETTE CUSTODIAL/MAINTENANCE ASSOC.

Scott Y. Bohms
President

Georgina G. Bowen
President

James R. Callender
Secretary

Diane K. Sassen
Designee

Earl Fischer
Treasurer

Designee

Tommy V. Parks
Superintendent

11-30-92
Date

November 24, 1992
Date

SCHEDULE A

It is agreed by the parties that permanent employees of the Board who are assigned to the following classifications within the Association shall receive the following rates of pay during the term of this Agreement.

POSITION/STEP	1992-93
Custodial	
Start	8.61
After 6 months	8.95
After 1 year	9.29
Custodial/Maintenance	
Start	9.66
After 6 months	10.00
After 1 year	10.34
Crew Leader	.50
Substitutes	6.87

The Board shall continue to pay 5% toward an employees retirement.

Inclement days defined: There will be two (2) days granted for inclement weather as specified and defined by the Michigan State Aid Act (1986-87).

SCHEDULE B

- A. One meeting per month shall be scheduled between the MCMA and supervision.
(Schedule to be developed on a yearly basis).

July _____	January _____
August _____	February _____
Sept. _____	March _____
Oct. _____	April _____
Nov. _____	May _____
Dec. _____	June _____

- B. The Board will attempt to maintain the providing of uniforms for all employees if funds are available.

SCHEDULE C

VACATION SCHEDULE

After 1 year	1 week vacation
2 years	1 week vacation
3 years	2 weeks vacation
4 years	2 weeks vacation
5 years	2 weeks vacation
6 years	2 weeks 1 day vacation
7 years	2 weeks 2 days vacation
8 years	2 weeks 3 days vacation
9 years	2 weeks 4 days vacation
10 years	3 weeks vacation
11 years	3 weeks 1 day vacation
12 years	3 weeks 2 days vacation
13 years	3 weeks 3 days vacation
14 years	3 weeks 4 days vacation
15 years	4 weeks